The rule as laid down by the court is undoubtedly the settled rule when applied to cases where the *inspector* is killed or injured. 2 LABATT, MASTER & SERVANT, 1370, and cases cited, though the court in the principal case seems to have been unfortunate in its citation of cases on this point. *Wheatley* v. *R. R.*, 1 Marv. 305, 30 Atl. 660. Is the case of a brakeman of one train and the fireman of another train which he, the brakeman, was signalling, and *Creswell* v. *R. R.*, 2 Pennewill 210, 43 Atl. 629, where a brakeman was killed through the negligence of the train crew. There is not, however, unanimity as to the doctrine referred to. *Railroad* v. *Hoyt*, 122 Ill. 369, which evidently overrules *Valtez* v. *R. R. Co.*, 85 Ill. 500; also *Louisville & Northern R. R.* v. *Lowe*, 25 Ky. L. R. 2317, 80 S. W. 768. (1904). Both of which hold that an inspector is not a fellow-servant with the members of a train crew.

But when a member of a train crew is injured through the negligence of a car inspector, the fellow servant rule does not usually apply as the rule of non-assignable duty, i. e., the duty to properly inspect comes in here. See the well considered case of *McDonnald* v. *Mich. Cent. R. R.* (1903), 132 Mich., 372, 93 N. W. 1041, which apparently overrules *Smith* v. *Potter*, 46 Mich. 258, 9 N. W. 273, 41 Am. Rep. 161, 2 LABATT MASTER & SERVANT, p. 1614. The principal case does not make the distinction here pointed out but it is necessary to a reconciliation of the cases. The Colorado statute referred to in 4 MICH. LAW REVIEW 488, indicates a tendency in the right direction when the refinements of the fellow servant rule are taken into consideration.

MUNICIPAL CORPORATIONS — CONTRACTS — PROPOSAL — ACCEPTANCE. — The town council adopted a resolution authorizing the president and town clerk to execute a contract with a city for a supply of water for the town on certain terms. The authorities of the city, without having been officially notified of the resolution, prepared and executed, on their part, a paper which they claimed to be a contract in accord with the terms of the resolution. This was presented to the town for execution, but the proper officers refused to execute it, and the town council adopted an ordinance rescinding the former resolution. On suit by the city against the town, *Held*, that there was no binding contract and the rescinding ordinance was valid. *Mayor, etc., of Jersey City* v. *Town of Harrison* (1905), — N. J. —, 62 Atl. Rep. 765.

The contention on the part of the plaintiffs was that the resolution of the town council was a proposition for a contract and that the paper executed by the city and tendered for execution to the town made up a contract in writing. There is good authority for this position, where the ordinance or resolution purports to be a direct offer to the other party or an acceptance of the offer of another previously made, the written record of the ordinance signed by the clerk and a written acceptance signed by the other party being regarded sufficient written memorandum to satisfy the statute of frauds. *People* v. *Board of Supervisors*, 27 Cal. 655; *Argus Co.* v. *City of Albany*, 55 N. Y. 495; *Wade* v. *City of Newbern*, 77 N. C. 460. The defence in the principal case is that the ordinance was not intended to be a contract, an offer, or an acceptance, but merely an authorization of certain officers to make a contract, and that it was not communicated to the plaintiff. This seems a good defence.

A municipal corporation may make contracts within its ordinary corporate power in the same manner as individuals and other corporations, except where the statutes provide otherwise. *Montgomery Co.* v. *Barber,* 45 Ala. 237; *City of Logansport* v. *Dykeman,* 116 Ind. 15; *City of Indianola* v. *Jones,* 29 Iowa 282. In the case of contracts between private individuals there can be no binding acceptance until the terms of the offer are communicated to the other party and any written memorandum of the offer cannot be used by the other party as evidence if it were merely given to the agent of the first party as a direction for making the contract. *Steel* v. *Fife,* 48 Iowa 99; *Potter* v. *Hollister,* 45 N. J. Eq. 508. Then it would seem that an ordinance merely authorizing the town authorities to contract on certain terms with another corporate body could not be treated as an offer and accepted so as to form a binding contract until communicated by the proper authorities. But see *Argus Co.* v. *City of Albany,* supra.

MUNICIPAL CORPORATIONS—GRANT TO WATER COMPANY NOT EXCLUSIVE.—Plaintiff contracted to furnish water to the defendant city, and in consideration of such undertaking the city agreed "not to grant to any person or corporation any contract or privilege to furnish water—for a period of thirty years, provided the company comply with the obligations imposed and assumed by them." Although there has been no violation of the above contract, the city attempts to establish and maintain a system of waterworks in competition with the company. Plaintiff seeks to enjoin the city from so doing, but it is *Held,* that the injunction cannot be granted. *Knoxville Water Co.* v. *City of Knoxville* (1906), 26 Sup. Ct. Rep. 224.

In the construction of legislative enactments, grants of franchises and special privileges are always to be construed most strongly against the donee and in favor of the public. *Charles River Bridge Co.* v. *Warren Bridge Co.,* 11 Pet. 420, 9 L. ed. 773. The same principle applies to ordinances and contracts by municipal corporations in respect to matters which concern the public, and from such a contract as that in the principal case the law will not imply that the city will refrain from conducting the waterworks itself. If the parties wish to guard against contingencies of that kind, they must do so by clear and explicit language. For a fuller discussion see 4 MICHIGAN LAW REVIEW 166.

RAILROADS—FIRES—CONTRACTS EXEMPTING FROM LIABILITY.—Plaintiff was granted a license by the defendant to erect a stave mill on its right of way under a written contract providing that the former would "save and hold harmless the trustees of the Cincinnati Southern Railway from all damage that may arise from the destruction or injury of said stave mill and contents by fire or from any cause whatever." A fire due to a collision consumed about 34,398 staves stacked near the mill and 6,000 staves on a car ready for shipment. Plaintiff contended that defendant was not protected by said contract, (1) as the fire resulted from the negligence of defendant's servants; and (2) the staves were not a part of "the mill and its contents," which were alone exempted. *Held,* exemption was not void as contrary to public policy;